

COVID-19 VACCINE INCENTIVE PROGRAM

1. GENERAL

- 1.1 The contract amount shall not exceed the amount listed on the funding table at XXXXXXXXXX from the date of award through August 14, 2022.
- 1.2 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.3 Funding for this contract is provided by federal grant dollars from the CDC-RFA-IP19-1901 Immunization and Vaccines for Children supplement issued to the Missouri Department of Health & Senior Services from the United States (U.S.) Centers for Disease Control and Prevention (CDC).
- 1.4 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1.4.1 Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
 - 1.4.2 Certificate of authority to transact business/certificate of good standing (if applicable)
 - 1.4.3 Taxes (e.g., city/county/state/federal)
 - 1.4.4 State and local certifications (e.g., professions/occupations/activities)
 - 1.4.5 Licenses and permits (e.g., city/county license, sales permits)
 - 1.4.6 Insurance (e.g., worker's compensation/unemployment compensation)
- 1.5 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Bureau of Immunizations

Program Contact: Lana Hudanick

Address: 920 Wildwood, Jefferson City, MO 65109

Phone: 314-982-8260

Email: Lana.Hudanick@health.mo.gov

2. ELIGIBILITY

- 2.1 The Contractor is eligible to participate in the COVID-19 Vaccine Incentive Program upon completion and approval of a proposal hereinafter referred to as the COVID-19 Vaccine Incentive Plan, Attachment X, which is attached hereto and incorporated by reference as if fully set forth herein.

3. PURPOSE

- 3.1 The COVID-19 Vaccination Incentive Program is an expeditious approach to incentivizing vaccine uptake beyond traditional approaches of public health action steps and to provide performance-based financial incentives for increasing COVID-19 vaccinations within local public health agency jurisdictions.

4. DEFINITIONS

- 4.1 Eligible recipients - Currently unvaccinated individuals receiving the COVID-19 vaccine.
- 4.2 Vaccinator - The Local Public Health Agency (Contractor).
- 4.3 Vaccinator Partner - Entities that an LPHA has formally partnered with to administer any of the COVID-19 vaccines in the LPHA's jurisdiction.
- 4.4 Vaccine Incentive - An incentive to currently unvaccinated individuals and is awarded as gift cards or certificates in an amount up to, and not exceeding, \$100.00 per eligible recipient and must comply with the IP19-1901 Incentive Allowability Chart, Attachment X, which is attached hereto and incorporated by reference as if fully set forth herein.

5. DELIVERABLES AND OUTCOMES

- 5.1 The Contractor shall establish or enhance local regional partnerships to provide COVID-19 Vaccine Incentive Program to unvaccinated individuals to meet the desired outcome of increasing COVID-19 vaccination rates in the state of Missouri.
- 5.2 The Contractor shall submit a COVID-19 Vaccine Incentive Plan as described herein and shall submit an updated version with each subsequent request for funding.
- 5.2.1 The Contractor will designate a staff person to handle the COVID-19 Vaccine Incentive Program and indicate that person on the COVID-19 Vaccine Incentive Plan.
- 5.2.2 Within five (5) calendar days after the contract award, the Contractor shall submit the name and contact information of the person handling the COVID-19 Vaccine Incentive program to Tanya.mcmillan@health.mo.gov.

- 5.3 The Contractor shall purchase COVID-19 vaccine incentives from a vendor of their choice in conformity with allowable uses in the IP19-1901 Incentive Allowability Chart, Attachment X.
- 5.3.1 Within seven (7) business days of the purchase, the Contractor shall email a copy of the receipt to Tanya.mcmillan@health.mo.gov.
- 5.3.2 The Contractor shall secure the COVID-19 vaccine incentives in a secure locked location until issuance. The Contractor shall be responsible for the security and tracking of COVID-19 vaccine incentives. The Contractor is responsible for replacing any vaccine incentives that are lost or stolen prior to issuance to eligible recipients. The Department is not responsible for lost or stolen COVID-19 vaccine incentives.
- 5.3.3 If the COVID-19 vaccine incentives cards have a redemption code on them, the redemption code must be covered at all times.
- 5.4 Per the approved COVID-19 Vaccine Incentive Plan, the Contractor shall issue the COVID-19 vaccine incentives to eligible recipients.
- 5.4.1 Once COVID-19 vaccine incentives are issued to eligible recipients, the Contractor shall not issue replacement COVID-19 vaccine incentives in the event the issued COVID-19 vaccine incentives were lost or stolen. Neither the Contractor nor the Department are responsible for COVID-19 vaccine incentives after issuance.
- 6. REPORTS**
- 6.1 The Contractor shall submit reports of vaccines administered using the ShowMeVax system on a weekly basis.
- 6.2 The Contractor shall ensure all reports are accurate, complete, and submitted on time.
- 6.3 The Contractor shall complete and maintain records on the distribution of COVID-19 vaccine incentives using the Vaccine Incentive Card Log, Attachment X, which is attached hereto and incorporated by reference as if fully set forth herein.
- 6.3.1 No changes may be made to the COVID-19 Vaccine Incentive Card Log.
- 6.3.2 A new COVID-19 Vaccine Incentive Card Log should be created for each purchase of COVID-19 vaccine incentive cards.
- 6.3.3 Information identifying the person receiving the incentive may need to be kept confidential to meet the Protected Personally Identifiable Information (PII) requirements. In these circumstances, the Contractor is responsible for maintaining the participant's identity separately from the gift card log.

- 6.4 The Contractor shall update and submit with each invoice to the Department the COVID-19 Vaccine Incentive Plan.
- 6.4.1 At the end of each month, the Contractor shall send an email to Tanya.mcmillan@health.mo.gov with the dollar value of cash on hand for the purchase of cards, cash value of cards issued, and cash value of unissued vaccine incentives until all incentives have been issued.
- 6.5 The Department reserves the right to make changes on any Department supplied contract reporting forms and formats without the need for a contract amendment. The Department will notify the Contractor of all reporting form changes and provide the Contractor with the new forms.
- 6.6 The Contractor must disclose, in a timely manner in writing to the Department and the U.S. Department of Health and Human Services Office of the Inspector General (HHS OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Kathy Raible, Grants Management Officer
Centers for Disease Control and Prevention
Infectious Disease Services Branch
2939 Flowers Rd, Rm 2147 MS TV-2
Atlanta GA 30341
Email: kcr8@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201
Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

- 6.7 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment C, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve (12) months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve (12)

months, the Contractor shall submit this report annually and at the time the final invoice is due.

- 6.8 The Contractor at a minimum of twice per calendar year during the effective dates of this contract, agrees to verify which of its employees are still employed and still require access to the Department's ShowMeVax system. The Contractor shall perform verification and updates with the ShowMeVax Program Security Officer at Community & Public Health, Bureau of Immunizations

7. BUDGET AND ALLOWABLE COSTS

- 7.1 The Department will pay in advance to the Contractor an amount to adequately fund the Contractor, based on the approved COVID-19 Vaccination Incentive Plan, to assist in the advance purchasing of vaccine incentives.
- 7.1.1 Funding will be allocated to the extent available. Should funding not be available the Department will notify the Contractor of the amount approved or denial of the request.
- 7.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.
- 7.3 Funds cannot be used for the preparation, distribution, or use of any material (publicity/propaganda) or to pay the salary or expenses of grants, contract recipients, or agents that aim to support or defeat the enactment of legislation, regulation, administrative action, or executive order proposed or pending before a legislative body, beyond normal, recognized executive relationships.

8. INVOICING AND PAYMENT

- 8.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.
- 8.1.1 A copy of the Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at:
<https://www.vendorservices.mo.gov/vendor-services/Portal/Default.aspx>.
- 8.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.

- 8.2 The Contractor shall invoice the Department using the Vendor Request for Payment form with the updated COVID-19 Vaccine Incentive Plan. The Department will provide the Vendor Request for Payment form to the Contractor.
- 8.3 The Contractor shall use uniquely identifiable invoice numbers, which are required to distinguish from a previously submitted invoice.
- 8.3.1 The Contractor shall indicate the invoice number for each invoice submitted to the Department for payment in the following format: CVImmyyyyA. For example of the first invoice submitted to the Department in September 2021, the invoice number would be: CVI092021A. Additional invoices for the month would end in B, C, etc.
- 8.4 The Contractor shall submit the Vendor Request for Payment Form and updated COVID-19 Vaccine Incentive Plan as follows:

Via email to:

tanya.mcmillan@health.mo.gov

OR by mail to:

Missouri Department of Health and Senior Services
Division of Community and Public Health
Bureau of Immunizations
P.O. Box 570
Jefferson City, MO 65102-0570

OR by fax to:

573-526-5220

- 8.5 The Department will pay the Contractor upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.
- 8.6 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.
- 8.7 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.
- 8.8 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to

the United States government, the Department may withhold payment or reject invoices under this contract.

8.9 If the Contractor chooses to stop participation in this program prior to distributing all incentives to eligible recipients, the Contractor must then reimburse the Department the total of unused advance funds and the dollar value of unissued incentives.

8.10 If the Contractor is overpaid by the Department, the Contractor shall provide the Department with a check payable as instructed by the Department.

8.10.1 For payment by check, the Contractor shall issue a check made payable to “DHSS-DA-Fee Receipts” and mail the check to:

Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

8.11 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendor-services/Portal/Default.aspx>. The CFDA name is available at <https://sam.gov/content/home>.

8.12 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

9. AMENDMENTS

9.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

10. MONITORING

10.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.

10.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or

management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

11. DOCUMENT RETENTION

- 11.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of five (5) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.
- 11.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
- 11.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the five (5) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.
- 11.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.
- 11.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

12. CONFIDENTIALITY

- 12.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.
- 12.2 The Contractor shall comply with provisions of Attachment F, which is attached hereto and is incorporated by reference as if fully set forth herein, in regards to the Health Insurance Portability and Accountability Act of 1996, as amended.

13. LIABILITY

- 13.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.

- 13.2 The relationship of the Contractor to the Department shall be that of an independent Contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.
- 13.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.
- 14. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS**
- 14.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.
- 14.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following

- 14.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and
- 14.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.
- 14.2 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

15. AUTHORIZED PERSONNEL

- 15.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.
- 15.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 15.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a “business entity” (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), the Contractor must affirm the Contractor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of **Exhibit 1**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, as attached hereto and is incorporated by reference as if fully set forth

herein. The applicable portions of **Exhibit 1** must be submitted prior to an award of a contract.

- 15.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:
 - 15.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - 15.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - 15.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 15.5 In accordance with subsection 2 of section 285.530 RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

16. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CONTRACTOR REQUIREMENTS

- 16.1 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the Contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.
- 16.2 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the Contractor shall submit to the Department a completed Box C of the

exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.

- 16.3 If during the life of the contract, the Contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the Contractor shall comply with, complete, and submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.
- 16.4 Regardless of company status or number of employees, the Contractor is requested to complete and submit the applicable portion of Exhibit 2 - Anti-Discrimination Against Israel Act Certification as attached hereto and incorporated by reference as if fully set forth herein. Pursuant to section 34.600, RSMo, if the Contractor meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the Contractor has ten or more employees, the Contractor must certify in writing that the Contractor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.

17. TERMINATION

- 17.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:
- 17.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
- 17.1.2 A change in federal or state law relevant to this contract occurs; or
- 17.1.3 A material change of the parties to the contract occurs; or
- 17.1.4 By request of the Contractor.
- 17.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.
- 17.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.

- 17.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
- 17.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

18. SUBCONTRACTING

- 18.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subaward and/or subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.
- 18.2 Pursuant to subsection 1 of section 285.530, RSMo, no Contractor, subawardee, and/or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general Contractor, subawardee, and/or subcontractor of any tier shall not be liable when such Contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:

- 18.2.1 The direct subawardee and/or subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
- 18.2.2 The Contractor, subawardee, and/or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee's and/or subcontractor's employees are lawfully present in the United States.
- 18.3 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.
- 18.4 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.